

Bill No. 236  
2020

By-law No. A.- \_\_\_\_\_ - \_\_\_\_\_

A by-law to authorise and approve the template Contract to be used in all SkillsAdvance Ontario (SAO) Service Provider agreements for the purposes of delivering the SAO project.

WHEREAS section 2 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The template SkillsAdvance Ontario (SAO) Service Provider Contract (“Contract”), substantially in the form attached as Schedule 1 to this by-law, between the Corporation of the City of London and a Service Provider, is authorized and approved.
2. The Managing Director, Housing, Social Services and Dearness Home, the Acting Managing Director, Housing, Social Services and Dearness Home, or their written delegate, are severally delegated the power to:
  - (a) insert the details of the Contract, including the name of the Service Provider, and dates, into the Contract approved in Section 1 above; and
  - (b) execute the Contract approved in Section 1 and modified by subsection 2(a), above.
3. The Managing Director, Housing, Social Services and Dearness Home, and the Acting Managing Director, Housing, Social Services and Dearness Home, are severally delegated the power to approve and execute any further Amendments to the Contract if the Amendments are consistent with the requirements in the Contract approved in Section 1, and that do not require additional funding or are provided for in the City’s current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London.
4. This by-law shall come into force and effect on the day it is passed

PASSED in Open Council on August 25, 2020.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading – August 25, 2020  
Second reading – August 25, 2020  
Third reading – August 25, 2020

**SCHEDULE 1**

**TEMPLATE CONTRACT  
FOR  
SKILLSADVANCE ONTARIO SERVICE PROVIDER**

**THIS AGREEMENT** with effect as of the **(INSERT CONTRACT START DATE)**,

BETWEEN:

**[REDACTED]**

(hereinafter referred to as the "Service Provider")

AND

**THE CORPORATION OF THE CITY OF LONDON**

(hereinafter referred to as the "City")

**WHEREAS** the City is the delivery agent for the geographic area of the City of London under the *Ontario Works Act, 1997*, S.O. 1997, c. 25, (Appendix A);

**AND WHEREAS** sections 3 and 4 of the *Ontario Works Act, 1997* state that a form of assistance under the Act is employment assistance, which is assistance to help a person to become and stay employed;

**AND WHEREAS** section 39(1) of the *Ontario Works Act, 1997* provides that each delivery agent is responsible for the administration of the Act and the provision of employment assistance in the delivery agent's geographic area;

**AND WHEREAS** the City is interested in securing an organization that will administer services dealing with employment assistance for SKILLSADVANCE Ontario (SAO) Participants:

- (a) Employment Support Services – Employer and Client;
- (b) Curriculum Development Services; and
- (c) Curriculum Delivery of Sector-Focused Essential ("Soft Skills") and Technical Training ("Hard Skills");

known collectively as the "SKILLSADVANCE Ontario (SAO) Employment Assistance Services" and, for these purposes, issued the request for proposal numbered 20-46 ("Request for Proposal");

**AND WHEREAS** in response to the City's Request for Proposal, the Service Provider submitted the proposal dated July 14th, 2020, to provide the services listed in **Appendix "A"** of this Agreement;

**AND WHEREAS** the Service Provider is a duly incorporated company;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the mutual covenants herein contained, the parties hereto covenant and agree, each with the other as follows:

## **1.0 DEFINITIONS:**

1.1. In this Agreement and any amendment to this Agreement, the following terms shall have the following meanings:

- (a) **“Advisory Committee”** means City of London selected members that will help inform the overall project outcomes, help to identify the regional manufacturing sectors to focus on and participate in the curriculum development and Service Provider relationships
- (b) **“City Representative”** means the person delegated the authority to represent the City.
- (c) **“Employment Assistance Services”** means the administration and provision of one or more of the following components:
  - (i) **Employment Support Services – Employer and Client**
    - Sector-Focused Recruitment (Including Orientation and Service Planning) including Participant-focused supports prior, during and post training
    - Sector-Focused Employment Services (Including Job Matching and Development) including employer relationship activities and employer-focused supports (on-site supports prior, during and post training)
    - Sector-Focused Retention and Advancement Services and Ongoing Case Management
  - (ii) **Curriculum Development Services;** and
  - (iii) **Curriculum Delivery of Sector-Focused Essential (“Soft Skills”) and Technical Training (“Hard Skills”)**
- (d) **“Employment Support Services Provider”** means the Service Provider who will provide Employment Support Services to both the Employer and Participant.
- (e) **“Participant(s)” or Client(s)** means a person in receipt of financial and/or employment support delivered by the City.
- (f) **Curriculum Delivery Provider** means the Service Provider that will coordinate, facilitate and ensure the delivery of the essential (soft/ work-hardening skills) and technical training for three (3) initial cohorts with the expectation of on-going delivery of four cohorts annually.
- (g) **“Curriculum Development Services Provider”** means the Service Provider who will develop the curriculum framework and required curriculum modules.
- (h) **“SAO Employer”** means a corporation that hires a Participant to perform specific duties and job function.
- (i) **“Service Provider”** means the Service Provider who will provide the specific Components of the SAO Program: Employment Support Service – Employer and Client, Curriculum Development Services and Curriculum Delivery Services.
- (j) **“BPSAA”** means the *Broader Public Sector Accountability Act, 2010* (Ontario).
- (k) **“Product”** means any good, service, or idea that can be offered to a market to satisfy a want or need
- (l) **“Funds”** means the money the City provides to the Service Provider pursuant to the Agreement.
- (m) **“Project”** means the undertaking described in **Appendix “A”** and **“C”**.
- (n) **“Budget”** means the budget attached to the Agreement as **Appendix “B”** and will follow terms detailed in **Appendix “D”**.

## 2.0 TERM:

### 2.1 Term of Agreement

Subject to sections 4.15, 8.1, and 8.2 this Agreement shall commence on the **26th day of August 2020**, and shall expire, without the necessity of notice, on the **31st day of March, 2021**, (the "Term of the Agreement").

### 2.2 Termination

- a. The City reserves the right, at its absolute sole discretion, to terminate this contract with thirty (30) days written notice, without cause and without penalty.
- b. The City reserves the right, at its absolute sole discretion, to cancel the awarded contract with seven (7) days written notice, with cause and without penalty.

## 3.0 OBLIGATIONS OF THE CITY:

### 3.1 Payment for Employment Assistance Services

Subject to section 3.2, the City shall pay the Service Provider for the provision of services under this Agreement as set out in **Appendix "B"**. The City shall pay a total funding amount not exceeding **(Insert Total Funding Amount)** before HST for services in three (3) lump sum payments. However, in the event that the City disputes service provision outcomes, the City in its sole discretion, and acting reasonably, may amend the amount and shall provide a written explanation of the amendment to the Service Provider.

- 3.2 The City, in its sole discretion, may withhold payment, and may also require the Service Provider to repay to the City some or all of the funding for the Employment Assistance Services based upon the City's assessment of the current year's final audited statement provided to the City pursuant to section 4.4(g), 4.4(h) and **Appendix "D"**.

### 3.3 Roles and Responsibilities

The City of London as Project Manager will:

- a. Lead Service Providers (such as Service Providers, training providers, SAO employers and community stakeholders and Advisory Committee members) to carry out Project components deliverables;
- b. Establish an Advisory Committee consisting of representatives from employers, employment training providers, industry associations, labour and economic development organizations, and sector business development organizations;
- c. Ensure Service Providers and Advisory Committee:
  - Advise on sector requirements, including identifying job vacancies to be filled;
  - Develop relevant sector-focused employment services and skills training curriculum;
  - Maintain the ongoing relevance of the workforce development activities; and
  - Deliver sector-focused employment services and skills training;
- d. Develop and manage clear and transparent business arrangements and practices with delivery Service Providers, including developing:
  - i. Clear performance expectations for Service Providers;
  - ii. Consistent and transparent methods for distributing operating Funds and financial supports to Service Providers;
  - iii. Practices for the sharing of Participant data between Service Providers and the City and the Ministry. Participant data sharing practices must comply with applicable privacy legislation;

- iv. Policies regarding service delivery and coordination, such as referral, intake and assessment processes and procedures;
  - v. Processes to collect and report data from all Service Providers in order to accurately complete reporting requirements as required;
  - vi. Written policies on the reimbursement payment process to all Service Providers:
- e. Participate actively in the reporting, monitoring and evaluation of the Project;
  - f. Ensure that objectives, milestones and outcomes are being met;
  - g. Keep a record of progress and accomplishments to-date and maintain accurate financial records;
  - h. Ensure that funding is being used for its intended purpose and that objectives stated in the Agreement are being met;
  - i. Provide prompt and accurate reimbursement to employers, according to the terms and conditions of the training or placement agreement; and
  - j. Input and actively manage information in EOIS-CaMS as required under its Agreement.

#### **4.0 OBLIGATIONS OF THE SERVICE PROVIDER:**

4.1 Subject to section 4.2, the Service Provider shall provide Employment Assistance Services in accordance with this Agreement, and the Outcomes as set out in **Appendix “C”** (“Outcomes”).

4.2 The requirements of the Employment Services as set out in the Agreement may be amended from time to time on the prior written mutual consent of the City Representative and the Service Provider.

#### 4.3 Return of Funds to City

If the Service Provider uses the Funds for purposes other than the provision of Employment Assistance Services as required under this Agreement, the City may demand the payment of Funds equal to those already used by the Service Provider.

#### 4.4 Obligations of the Service Provider

The Service Provider shall:

1. **(a)** provide the services listed in **Appendix “A”**, ensure Participants meet the Eligibility and Suitability requirements of **Appendix “F”** and fulfil the requirements:
  - (i) **Employment Support Services – Employer and Client**
    - Sector-Focused Recruitment (Including Orientation and Service Planning) including Participant-focused supports prior, during and post training
    - Sector-Focused Employment Services (Including Job Matching and Development) including employer relationship activities and employer-focused supports (on-site supports prior, during and post training)
    - Sector-Focused Retention and Advancement Services and Ongoing Case Management
  - (ii) **Curriculum Development Services;** and
  - (iii) **Curriculum Delivery of Sector-Focused Essential (“Soft Skills”) and Technical Training (“Hard Skills”)**

- (b) except as otherwise provided in this Agreement, at its own cost and expense, provide all and every kind of labour, superintendence, services, tools, equipment, materials, supplies, articles and things necessary for the due execution and completion of all and every service set out in the Agreement and shall forthwith commence the work and diligently execute and fully complete the same;
- (c) be solely responsible for all means, methods, techniques, sequences, and procedures for providing the program and for coordinating all parts of the program under this Agreement;
- (d) provide the services herein on a basis which is fair, confidential, accessible, responsive, sensitive and adequate that respects the rights, dignity, culture and diversities of the Participants;
- (e) use current state of the art methods and shall skilfully and competently deliver the Employment Assistance Services and shall employ only skilled and competent staff who will be under the supervision of the Service Provider;
- (f) instruct and train its staff to deliver the services required under this Agreement;
- (g) participate in program evaluation activities carried out by the applicable Ministry, including the Ministry of Labour, Training and Skills Development, or by the City;
- (h) provide statistical, financial and non-financial reporting to the City on a bi-monthly and annual basis, or on a more frequent basis if requested by the City, and as set out in **Appendix "D"**;
- (i) advise the City Representative forthwith about any awards or other types of publicity the Service Provider may be subject to;
- (j) obtain prior written approval from the City Representative regarding advertising or media involvement surrounding Employment Assistance Services it provides under this Agreement, and acknowledge the City's and Ministry of Labour, Training and Skills Development involvement in the Employment Assistance Services;
- (k) obtain prior written approval from the City Representative for any use of the City logo or other intellectual property of the City;
- (l) comply with all applicable Federal and Provincial statutes, regulations, guidelines and rules, and its regulations, and all applicable municipal by-laws.

#### 4.5 Roles and Responsibilities

The roles and responsibilities for the Service Provider are as follows:

- (a) Co-operate and work with City staff to evaluate the Service Providers approved project component(s);
- (b) Maintain any and all licenses, permits and approvals required to deliver the project component(s) in accordance with the requirements of this AGREEMENT and outlined in the Service Providers submission;
- (c) Maintain documentation in employee personnel files to demonstrate ongoing compliance with confidentiality and vulnerable persons screening, health and safety training and all other areas identified through this AGREEMENT that relate to individual employee and as relevant to the project component submission(s);
- (d) Not request payment of any charge or fee from Participants who are participating in the approved program;
- (e) Submit reports on Participant participation and outcomes in a form or format as specified by the City of London;
- (f) Assign a program lead representative of the Service Provider(s) to liaise with City staff;

- (g) Comply with all instructions of the City relating to the City's compliance requirements and obligations under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 ("MFIPPA");
- The Service Provider acknowledges that the Province (SAO Funder) is bound by the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 ("FIPPA") and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act. The Service Provider acknowledges that the Province is bound by FIPPA and undertakes to perform its obligations under the Agreement in a manner that ensures that the Province is not in breach of its obligations under FIPPA
- (h) Acknowledge that the Service Provider have non-discrimination policies and procedures in place which prohibit discrimination based on race, ancestry, place or origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability;
- (i) Treat personal information in accordance with applicable privacy legislation, and the Service Provider's own privacy policy;
- (j) Maintain appropriate administrative, physical, and technical safeguards for the protection, security and confidentiality of personal information;
- (k) Immediately notify City staff of any accident, incident, violation or contravention of the *Occupational Health and Safety Act*, R.S.O. 1990, *Employment Standards Act*, 2000, S.O. 2000, *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 and *Freedom of Information and Protection of Privacy Act*, R.S.O., 1990 c. F.31;
- (l) Submit regular reports to City staff, including financial and progress reports. These reports will be used to assess the program's effectiveness and ensure service agreement compliance and ongoing accountability. Service Providers will not request payment of any charge or fee from SAO Participants;
- (m) Submit Participant screening and outcome reports throughout their participation (and in some cases post participation) in the program. Reporting requirements will be thoroughly reviewed with the Service Provider(s);
- (n) Attend City of London meetings as requested and will be actively involved with community coordinating activities; and
- (o) Ensure that Participants requiring French language services are referred to a designated Service Provider for the appropriate support in employment search, training and other vocational training and support activities.

#### 4.6 Performance Measures

The City's Purchase of Service Supports agreement negotiations and service agreement renewals will be linked to specific program outcomes. The expected outcomes for each component: Employment Support Services – Employer and Client, Curriculum Development Services; and Curriculum Delivery of Sector-Focused Essential ("Soft Skills") and Technical Training ("Hard Skills") are outlined in the document in **Appendix "C"**.

Periodic, quarterly and annual performance reviews will assess compliance with service agreement requirements, taking into consideration the following:

- Achievement of the program outcomes
- Participant satisfaction and demand
- Budgetary considerations
- SAO program changes
- Fundamental changes to the local labour market or SAO Employer need and
- Administrative accountability, including timely submission of required reports.

By establishing performance outcomes, the City will ensure:

- The ongoing ability to make adjustments to programs when needed
- The focus of contracting remains the provision of quality services to achieve outcomes
- Purchase of Service Supports respond to changes in Participants needs and labour market demands, and
- Purchase of Service Supports enhances Participants' ability to obtain and maintain meaningful employment.

#### 4.7 Facilities and Facility Leases

##### a. Facilities

The Service Provider will:

- i. Have the ability to deliver the Project in a facility that is readily accessible to all persons, including persons with disabilities; and
- ii. Where services are not fully accessible to persons with a physical disability, have a plan to accommodate these persons by serving them in an accessible location and/or through partnership with another organization.

##### b. Facility Leases

If relocation or revision of facility arrangements is required, the Service Provider will obtain prior written approval from the Province to use the Funds for this purpose prior to entering into agreements or making financial commitments.

#### 4.8 Annual Report

The Service Provider shall annually provide a report on the outputs and outcomes of the Employment Assistance Services provided that year. The Service Provider shall waive its moral rights and assign copyright in the report to the City.

#### 4.9 Inspection / Review

One or both The City and the Ministry of Labour, Training and Skills Development, or persons authorized by the City or Ministry, are entitled, at all reasonable times, to inspect or otherwise review the Employment Assistance Services performed under this Agreement and the premises where they are being performed, including satellite locations.

#### 4.10 Compliance Audit

The Service Provider shall allow the City and the Ministry of Labour, Training and Skills Development, upon twenty-four hours' notice and during normal business hours, to enter upon the Service Provider's premises to review the information contained on the Service Provider's computerized case management system. At the City's request, the Service Provider shall provide the City with information from the computerized case management tool in an electronic format and/or a printed format.

#### 4.11 Not an Agreement of Employment

The Service Provider acknowledges and agrees this agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Service Provider nor any person employed by or associated with the Service Provider is an employee of, or has an employment relationship of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the *Income Tax Act*, R.S.C. 1985 c.1 (1st Supp); the *Canada Pension Act*, R.S.C. 1985, c.C-8; the *Employment Insurance Act*, S.O. 1996,c.23; the *Workplace Safety and Insurance Act*, 1997 S.O. 1997, c.26 (Appendix "A"); the *Occupational Health and Safety Act*, R.S.O. 1990, c.o.1; the *Pay Equity Act*, R. S. O. 1990, c.P.7; the *Health Insurance Act*, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.



4.12 Notwithstanding paragraph 4.11 above, it is the sole and exclusive responsibility of the Service Provider to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.

4.13 Personal Information

In accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, the Service Provider, its directors, officers, employees, agents, volunteers and persons for whom it is at law responsible will hold confidential and will not disclose or release to any person at any time during or following the term of this Agreement, except where required by law, any information or document without obtaining the written consent of the individual/organization concerned prior to the release or disclosure of such information or document and shall comply with the requirements regarding Personal Information and Confidentiality as contained in **Appendix “E”** attached hereto and forming part of this Agreement.

- Approved Forms – Collection of Personal Information

When collecting Personal Information under this Agreement, the Service Provider or subcontractor shall use only the forms approved by the City for that purpose.

4.14 Records Retention

In the event that the Service Provider ceases operation, it is agreed that the Service Provider will not dispose of any records related to the Employment Assistance Services provided for under this Agreement without the prior written consent of the City, but when requested by the City shall return the records to the City forthwith.

4.15 Not Agent of City

Nothing in this Agreement shall entitle or enable the Service Provider or any subcontractor to act on behalf of, or as agent for, or to assume or create any obligation on behalf of, or to make any representation, promise, warranty or guarantee binding upon, or otherwise to bind the City. Each of the Service Provider, any subcontractor of the Service Provider and the City is independent and not the agent, employee, partner or joint venturer of any of the others.

4.16 Amendments if Funding Reduced

The Service Provider acknowledges and agrees that in the event that funding for this Agreement is reduced for any reason, or pertinent Legislation or Regulations in effect from time to time should be amended so as to require, in the City's sole discretion, an amendment to this Agreement, that the City will forward its proposed amendments to the Service Provider and the Service Provider may accept the amendments or treat the Agreement as at an end. With the consent of the Service Provider, the City may in writing at any time after the execution of the Agreement or the commencement of the services to be provided under the Agreement delete, extend, increase, vary or otherwise amend the Employment Assistance Services forming the subject of the Agreement.

4.17 Conflict of Interest

The Service Provider shall ensure that the Employment Assistance Services are carried out without a conflict of interest by any person associated with the Employment Assistance Services in whatever capacity and the Service Provider shall disclose to the City without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

4.18 Acquisition and Disposal of Goods.

If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and

- (b) comply with The Broader Public Sector Accountability Act, 2010 (**BPSAA**), including any procurement directive issued thereunder, to the extent applicable.

If the Service Provider acquires goods, services, or both with the Funds, it will:

- (c) do so through a process that promotes the best value for money; and
- (d) comply with the BPSAA, including any procurement directive issued thereunder, to the extent applicable.

**Disposal.** The Service Provider will not, without the City's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in **Appendix "B"** at the time of purchase.

#### 4.19 **Ownership of Products and Licencing.**

The City will own the Products.

- (a) **Service Provider's Grant of Licence.** The Service Provider grants the City and all Stakeholders a perpetual, irrevocable and royalty-free licence to use the Products for any purpose except commercial gain. Without limitation, the City may update, revise, copy, translate or distribute the Products to its Stakeholders.
- (b) **Representation and Warranty.** The Service Provider represents and warrants that the grant of licences pursuant to section 4.18 will not infringe or induce the infringement of any third party intellectual property rights.
- (c) **Acceptance of Terms of Licence.** If at any time, the Service Provider is granted a licence for other Products pursuant to an agreement with the Province and another organization to carry out a project with the Province, or a successor Government of Ontario program, the Service Provider acknowledges and agrees:
  - I. that the licence for the other Products is solely applicable for the purpose of the Service Provider carrying out the Project or a subsequent project with the City, or a successor Government of Ontario program;
  - II. the license expires on the day that the Service Provider does not hold a valid agreement with the City to carry out a project with the City, or a successor Government of Ontario program; and
  - III. to immediately cease using, modifying, reproducing or distributing the other Products upon the expiry of the licence.

## 5.0 **REPRESENTATIONS AND WARRANTIES OF SERVICE PROVIDER:**

5.1 The Service Provider represents and warrants to the City (and acknowledges that the City is relying thereon) that:

- (a) the Service Provider is a corporation duly incorporated under the laws of Ontario and is in compliance with all requirements imposed by such laws;
- (b) the Service Provider has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;
- (c) the execution and delivery of this Agreement and the consummation of the transactions contemplated under it have been duly authorized by all necessary corporate action on the part of the Service Provider;
- (d) this Agreement constitutes a valid and binding obligation of the Service Provider in accordance with the terms of this Agreement;
- (e) the Service Provider's facilities are suitable for providing Employment Assistance Services under this Agreement and otherwise are in compliance with all legislation affecting such matters, including but not limited to protection of privacy legislation;
- (f) the Service Provider shall employ only competent and orderly employees and volunteers which employees and volunteers shall be courteous to all members of the public using the Employment Assistance Services.

## **6.0 COMPLIANCE WITH LAWS:**

- 6.1 The Service Provider shall comply with (and shall ensure any subcontractor complies with) all applicable federal, provincial and municipal laws, regulations, by-laws, orders, codes and other requirements, including those of agencies, boards, commissions and utilities having jurisdiction and shall provide the City with evidence of such compliance from time to time. The Service Provider shall obtain and maintain at its sole cost all approvals, permits, licences, certificates and other permissions required in connection with the performance of any of its obligations under this Agreement.

## **7.0 INDEMNITY AND INSURANCE:**

### **7.1 Indemnification**

The Service Provider undertakes and agrees to defend and indemnify the City and hold the City harmless, at the Service Provider's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

- (a) any breach of this Agreement by any of the Service Provider, the Service Provider's employees, or persons for whom the Service Provider is at law responsible;
- (b) any loss or misuse of Funds held by the Service Provider, the Service Provider's employees, or persons for whom the Service Provider is at law responsible, under of this Agreement;
- (c) The Service Provider shall not commence work until such time satisfactory evidence of insurance has been filed with and approved by the City's Risk Management Division. The Service Provider shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
- (d) any claim or finding that any of the Service Provider, the Service Provider's employees, or persons for whom the Service Provider is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; or,
- (e) any liability on the part of the City, under the *Income Tax Act* (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from Service Provider; Service Provider's employees or others for whom Service Provider is at law responsible in connection with the performance of Services or otherwise in connection with Service Provider's business.

### **7.2 Insurance**

The Service Provider shall at its own expense obtain and maintain insurance until the termination of the contract. The City requires evidence of the indicated insurance coverage.

The indicated policies will not be cancelled or permitted to lapse unless the insurer notifies the City, in writing, at least thirty (30) days prior to the effective date of cancellation or expiry.

- (a) Comprehensive general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000.00) dollars and shall include the City as an additional insured with respect to the Service Provider's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- (b) Automobile liability insurance for an amount not less than five million (\$5,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.

- (c) The Service Provider shall not commence work until such time satisfactory evidence of insurance has been filed with and approved by the City's Risk Management Division. The Service Provider shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
- (d) The City reserves the right to request such higher limits of insurance or other types of insurance as it may reasonably require from time to time; failure to procure and maintain said insurance shall constitute a default under this agreement.

### 7.3 Safety Policies and Procedures and Related Documentation

The Service Provider shall submit one (1) copy of each of their written health and safety policy and program where required under Section 25(2)(j) of the Occupational Health and Safety Act. Where not required under 25(4), the Service Provider is asked to provide procedures or a written description of safety practices applicable to the work to be performed under the contract.

### 7.4 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Service Provider shall ensure that all its employees, agents, volunteers, or others for whom the Service Provider is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended (the "Act"). The Service Provider shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Service Provider shall submit to the City, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The City reserves the right to require the Service Provider to amend its training policies to meet the requirements of the Act and the Regulation.

### 7.5 Police Vulnerable Sector Check

It is the responsibility of the Service Provider to obtain a Police Vulnerable Sector Check (PVSC) for all employees, volunteers and students who will be providing the Employment Assistance Service and ensure that they are kept current throughout the contract period. The Service Provider must make these documents available for review by the City upon request. The City will conduct random reviews (with advance notice) at the Service Provider's office to ensure that there is documentation showing compliance. Failure to provide the documentation when requested could result in cancellation of the contract.

### 7.6 Compliance with Accreditation

Service Provider must ensure compliance with regulatory bodies related to population served and or services delivered.

## 8.0 **DEFAULT AND TERMINATION:**

### 8.1 Termination Where Default

The following are considered defaults of the Agreement for which the City may terminate the Agreement:

- (a) If the Service Provider is in default in respect of any obligation provided for in this Agreement and such default, in the case of a default which is remediable, continues for **five (5) days** following notice thereof to the Service Provider (provided, however, that, if the nature of such default is such that it cannot be cured by a payment of money or cannot be cured within a period of five (5) days, the Service Provider shall have such additional time as may be reasonably necessary as long as the curing of such default is begun promptly and is prosecuted with due diligence to completion);

- (b) The Service Provider's operations, or its organizational structure, changes such that it no longer meets one or more of the SkillsAdvance Ontario eligibility requirements of the program under which the City provides the Funds;
- (c) If any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Service Provider or its property, and the same is not dismissed within **thirty (30) days**;
- (d) If the Service Provider files a voluntary petition in bankruptcy or insolvency, makes any assignment for the benefit of its creditors, becomes insolvent, commits any act of bankruptcy, ceases to do business as a going concern, or seeks any arrangement or compromise with any or all of its creditors under any statute or otherwise, then the same shall constitute an event of default by the Service Provider under this Agreement;

and upon the happening of any of the aforesaid events, the City may upon notice to the Service Provider specifying the default terminate this Agreement immediately.

Such termination shall be without compensation, penalty or liability on the part of the City to the Service Provider and shall be without prejudice to any other legal or equitable right or remedy otherwise available to the City upon such default (including but not limited to damages suffered by the City in consequence of the same).

## 8.2 Consequences of Events of Default and Corrective Action.

If an Event of Default occurs, the City may, at any time, take one or more of the following actions:

- a. initiate any action the City considers necessary in order to facilitate the successful continuation or completion of the Project;
- b. provide the Service Provider with an opportunity to remedy the Event of Default;
- c. suspend the payment of Funds for such period as the City determines appropriate;
- d. reduce the amount of the Funds;
- e. cancel all further instalments of Funds;
- f. demand the repayment of any Funds remaining in the possession or under the control of the Service Assistance Provider;
- g. demand the repayment of an amount equal to any Funds the Service Assistance Provider used, but did not use in accordance with the Agreement;
- h. demand the repayment of an amount equal to any Funds the City provided to the Service Provider; and
- i. terminate the Agreement at any time, including immediately, without liability, penalty or costs to the City upon giving Notice to the Service Provider.

## 9.0 **NOTICE:**

9.1 All notices required by this agreement shall be in writing and shall be delivered in person or by prepaid courier or mailed by certified or registered mail, return receipt requested, with postage prepaid.

9.2 Notice to the City shall be addressed to:

The City Clerk

The Corporation of the City of London

300 Dufferin Avenue, Box 5035

London, ON N6A 4L9

9.3 Notice to the Service Provider shall be addressed to:

[Redacted]

9.4 All notices so sent shall be deemed to have been received by the Service Provider on the date of delivery or on the second business day following the mailing thereof, whichever is applicable. For the purposes of notice, "business day" means every day except Saturdays, Sundays and statutory holidays in the Province of Ontario.

The above address of either the City or the Service Provider may be changed by giving the other party written notice of the new address.

9.5 If postal service is interrupted, or threatened to be interrupted, or is substantially delayed, any notice shall only be sent by facsimile transmission or delivered by courier.

**10.0 GENERAL:**

10.1 Appendixes Forming Part of Agreement

(a) The parties understand and agree that the following Appendixes "A", "B", "C", "D", "E", and "F", are attached to this Agreement are incorporated in and form part of this Agreement as if embodied in it and consist of:

- (i) Appendix "A" – List of Employment Assistance Services to be Provided;
- (ii) Appendix "B" – Employment Assistance Services Pricing and Payment Details;
- (iii) Appendix "C" – Outcomes Schedule
- (iv) Appendix "D" – Accounting and Reporting Requirements;
- (v) Appendix "E" – Municipal Freedom of Information and Protection of Privacy Act Provisions;
- (vi) Appendix "F" – Employer and Participant Eligibility and Suitability

(b) Where there are any conflicts between provisions in the published City of London RFP 20-46 (RFP), the Proponent's Submission to that RFP and the body of this Agreement and the provisions in the Appendixes attached to this Agreement, the provision in the body of the Agreement governs, except where the provision in the RFP, or the Proponent's Submission to the RFP, or the Appendixes imposes upon the Service Provider a higher standard of performance or duty that is beneficial to the City. If there is a conflict between a provision in **Appendix "A"** and a provision in **Appendix "C"**, the provision in **Appendix "A"** shall govern, except where the provision in **Appendix "C"** imposes upon the Service Provider a higher standard of performance or duty that is beneficial to the City. A conflict occurs whenever a provision in the RFP, the Proponent's Submission to that RFP, body of the Agreement and a provision in an Appendix or a provision in one of the above or Appendix and a provision in another Appendix are inconsistent or incompatible and cannot be reconciled.

10.2 Further Acts

The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this Agreement.

### 10.3 Partial Severability

If any part of this Agreement is rendered invalid or illegal, the remainder of the agreement continues to apply.

### 10.4 Headings

The headings in this agreement are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions of this Agreement.

### 10.5 Entire Agreement

This agreement constitutes the entire agreement between the parties pertaining to the subject-matter hereof and supersedes all prior agreements, arrangements (interim or otherwise), letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to such subject-matter. There are no promises, guarantees, statements, claims, warranties, representations or other agreements between the parties with respect to the subject-matter hereof except those specifically set out herein. The execution of this Agreement has not been induced by, nor do any of the parties rely upon or regard as material, any representations not included in this Agreement.

### 10.6 Amendments

No subsequent alteration, amendment, change or addition to this Agreement shall be binding on the City or the Service Provider unless in writing signed by each of them.

### 10.7 Assignment

Neither this Agreement nor any part thereof or interest therein may be assigned, subcontracted or otherwise transferred by the Service Provider without the prior written consent of the City, which consent may be withheld. Such written consent shall be within the sole and unfettered discretion of the City and may include such terms and conditions as the City considers appropriate, but shall not, under any circumstances, relieve the Service Provider of its liabilities and obligations under this Agreement.

### 10.8 Enurement

This agreement shall enure to the benefit of and be binding on the parties and their respective heirs, executors, successors and assigns.

### 10.9 Governing Law

This Agreement shall be governed and interpreted in accordance with the laws of Ontario and Canada applicable to this agreement, and shall be treated in all respects as an Ontario contract. The Service Provider and the City specifically submit to the exclusive jurisdiction of the courts of Ontario and Canada.

### 10.10 Joint and Several Obligations

The duties, obligations, liabilities and responsibilities of the Service Provider and any subcontractor under this agreement shall be both joint and several.

### 10.11 Execution

The Service Provider acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions. Further the Service Provider agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreement, oral or written, and all other communications between the parties relating to the subject-matter of this Agreement.

10.12 Waiver

A waiver of any failure to comply with any term of this Agreement must be written and signed by the party providing the waiver. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

10.13 Circumstances Beyond the Control of Either Party

Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

10.14 Survival

The provisions relating to liability, indemnity, **Appendix "D"** requirements and Return of Funds to City shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of termination of this Agreement.



IN WITNESS WHEREOF the Parties have duly executed this agreement.

SIGNED, SEALED AND DELIVERED

**THE CORPORATION OF THE CITY OF LONDON**

---

Ed Holder, Mayor

---

Catharine Saunders, City Clerk

**[insert NAME OF SERVICE PROVIDER]**

---

Per:

Name:

Title:

---

Per:

Name:

Title:

I/We have authority to bind the Corporation.

## **APPENDIX “A”**

### **List of SkillsAdvance Ontario Employment Services to be Provided As Detailed in City of London RFP 20-46.**

#### **Service Provider Deliverables**

##### **Component A: Employment Support Services – Employer and Client**

The Service Provider will be responsible for the delivery and coordination of employer and client services including SAO project recruitment, assessment, orientation, pre-employment services, facilitation, job preparedness services and ongoing coaching and supports to SAO Participants and employers. In addition the Service Provider will also provide direct on-site problem solving supports and training opportunities to the SAO employers. The detailed description of deliverables are listed below:

##### **Staffing**

The supports in Employment Supports Services are intensive and will require significant staffing dedicated to the project. The Service Provider will provide at least three (3) dedicated fulltime staff solely for the purposes of delivering services for Component A: Employment Support Services – Employer and Client specifically.

##### **i. Sector-Focused Recruitment (Including Orientation and Service Planning)**

###### **Recruitment Activities**

- a. Lead the recruitment of potential eligible and suitable individuals for participation in SAO opportunities as detailed in **Appendix “F”** and in collaboration with the City, the Advisory Committee and stakeholders;
- b. Create and utilize a City approved case management profile;
- c. Work together with the City, other Service Providers and SAO project employers to screen Individuals based on:
  1. Eligibility criteria developed for SAO Project
  2. Suitability criteria developed for the SAO Project, such as specific physical requirements of the occupation;
  3. Identified workforce development needs such as aptitude for success in essential, technical, and employability skills training; and
  4. Potential fit with workplace culture as determined by the City and as advised by the Advisory Committee and SAO employers;

## **Orientation Activities**

- a. Conduct interview(s) to assess Individual's motivation and attitude, employability and, where applicable, current job situation (for example, gauge interest in career advancement);
- b. Ensure Individuals are made aware of SAO and sector-specific requirements at the employer's job site, if possible, such as:
  1. The requirement to participate in service components based on their needs, including information on time commitments and sector's employment requirements; and
  2. Requirements and conditions of advancement opportunities in the sector, if already employed.
- c. Assess essential skills and job readiness, based on SAO employer input and training requirements, and support evaluation of learning outcomes (pre- and post-training and intervention);
- d. Notify Individuals that personal information will be used to contact them for the purpose of monitoring and follow-up on SAO activities and obtain their consent; and
- e. Advise Individuals well in advance of additional screening activities used for employment in certain sectors.

## **Service Planning Activities**

- a. The Service Plan is developed jointly with the Participant and identifies goals related to SAO participation, all Project components and subcomponents the Participant will take part in, any participation supports or referral services the Participant may require to achieve his or her goals. The Service Plan is updated regularly, as the Participant moves through different project components and subcomponents to achieve employment and career or advancement goals;
- b. If the Participant is a social assistance Participant, consent to contact the social assistance case manager or administrator will be obtained in order to support service coordination as required;
- c. If the Participant is a social assistance Participant, but does not provide consent to contact the social assistance case manager or administrator, advise the Participant that access to Participant financial supports and job placement stipend under SAO will not be made available;
- d. The Participant's case is managed throughout the Participant's involvement in employment and training services; and
- e. Post-employment follow-up is conducted.

## **Participant-Focused Supports (Case Management and Access to SAO)**

For the Individual who is eligible:

- a. Ensure a case management profile is created and completed in a City of London approved format for the Individual who wishes to proceed with the determination of suitability.
- b. For the Individual who is eligible but not suitable for SAO: Ensure that the Individual is referred to or provided with information on employment and training programs and services.
- c. For the Individual who is eligible and suitable and wishes to proceed with SAO: Ensure a service plan is created for Participants indicating registration in SAO. Participation in SAO is separate and distinct from other programs and interventions.

## **Employability, Essential Skills and Job Readiness Assessment Requirements**

The Service Provider will develop or revise an Employability, Essential Skills and Job Readiness Assessment tool to be approved by the City of London and used to screen Participants. The Service Provider will identify which assessment tool(s) will be used as part of their Proposal submission. The assessment tool will ensure the following:

- a. The assessment tool determines Participant's strengths and areas for improvement;
- b. The assessment tool measures Participants' progress and their skill level pre- and post-training;
- c. The same assessment tool is used for both the pre- and post- training assessments; and
- d. The Participants' pre- and post- assessment results of their employability and essential skills training are reported to the City of London in an approved format.

## **ii. Sector-Focused Employment Services Requirements (Including Job Matching and Development)**

The objective of this subcomponent is to provide Participants and employers with employment services including job search assistance, job matching and development, job shadowing, eight (8) week SAO employment with intensive supports, job coaching, screening support, onboarding and workforce retention support.

### **Participants**

Under this subcomponent, the Service Provider will ensure Participants will be provided with:

- a. Job search assistance services, job coaching and support during the job search process;
- b. Job matching and development services that identify Participants' skills and occupational interests and potential employment opportunities;

- c. Job shadowing opportunities that will provide Participants with an understanding of how skills are applied in the workplace by observing existing employees at the workplace perform their jobs. This subcomponent will:
  - 1. Help Participants validate their work interests and skills and identify required workplace accommodation and training needs; and
  - 2. Be of a short-duration, as determined by the Participants and the SAO employer.
- d. Employment opportunities that will support Participants in bridging into sustainable employment through:
  - 1. Paid full-time employment
  - 2. Paid shorter-term experiential learning opportunities for Participants to practice and demonstrate skills learned in a workplace, replicating the work tasks associated with the job, as well as the opportunity to gauge whether the job is a good fit with their employment interests and goals;
  - 3. Offering SAO employers opportunities to gauge and evaluate Participants' skills, readiness for employment, and fit with the sector in advance of hiring; and
  - 4. Mentorship activities (for example, working with employers to identify and support mentors in the workplace, offering mentorship workshops and other activities as determined by the Advisory Committee).
- e. Sector-focused employability skills to obtain, retain and succeed in employment, such as:
  - 1. Transferable employability skills required to support their long- term resilience in the labour market; and
  - 2. Personal attitudinal and behavioural management skills for the workplace, such as teamwork and time management;
  - 3. Communication skills such as how to communicate professionally in the workplace, or how to effectively self-manage stress in the workplace;
  - 4. Work hardening or opportunities to acclimatize to sector specific hours or work and physical requirements.
  - 5. Sector-focused job attainment skills that are identified by Advisory Committee;
  - 6. Career readiness or soft skills, such as preparing a résumé and cover letter, completing a job application, and succeeding in a job interview

The Service Provider will work with the Participant and the SAO employer on establishing an employment agreement that details a plan and necessary supports required to achieve employment goals. The agreement will include specifics of intensive supports provided during the initial 8 weeks of employment as well as the ongoing supports provided after the eight (8) week period. Consistent with other Employment programs, exceptions may apply for Participants with disabilities.

The Service Provider will ensure wages paid to the Participants during SAO employment meet all requirements under the *Employment Standards Act, 2000*. The Service Provider will keep records to ensure this requirement is met and provide report to the City Program Manager as requested.

In consultation with the City, Participants may attempt employment with more than one employer, depending on the vacancies identified by the Service Providers and Advisory Committee.

The Service Provider will conduct at least one site visit prior to any SAO Employment opportunities with each SAO employer to confirm the suitability and safety of the workplace. The Service Provider will keep records of site visits and outcomes and provide them to the City program manager upon request.

Should a Participant accept an offer of employment with a non SAO project employer prior to completion of the eight (8) weeks of intensive SAO employment supports, the Participant is not required to participate in the following:

- a. Job coaching that prepares Participants for SAO employment opportunities before or after the SAO employment opportunity is completed and coaching in the form of regular monitoring of progress and ongoing support.

The Service Provider will ensure that employment goals stated in the SAO Employment agreements are met by both the Participant and the SAO employer and offer the following services as required:

- Guidance and direction on the employer's expectations and workplace standards;
- One-on-one, on-site training and support, including orientation to workplace health and safety as required;
- Identifying, preventing and resolving issues as they arise during employment;
- Working with the Participant and the employer to identify and make use of internal and external training as well as career development opportunities that align with the Participant's employment and career goals; and
- Building the Participant's work capacity and support on-the-job activities through monitoring activities such as site visits.

### **Screening Activities**

Once the Participant has been matched with job shadowing or job placement opportunities, the Service Provider will coordinate the following screening activities where the employer advises it is necessary and the Participant has provided written consent to same:

- a. Testing for manual dexterity or strength;
- b. Drug screening; and
- c. Criminal background checks:

1. The employer reviews the criminal background/police records check to determine if it raises any relevant concerns about employment in the sector. If the record may present a barrier in the hiring process, but arguably does not raise any relevant concerns, the Service Provider may advocate on behalf of the Participant (for example, demonstrating how they meet employers' identified needs);
2. If the record raises relevant concerns about employment in the sector, the Participant may not move forward with that particular job shadow, job trial, or job placement;
3. If the barrier is only with a particular employer, the Participant could potentially be matched to another employer in the sector;
4. If the barrier would apply across the identified employment sector, additional service planning by the Service Provider and the Participant will be required to identify more appropriate employment goals.

### **Employer Relationship Activities**

Under this subcomponent, the Service Provider will ensure employers are provided with sector-focused job matching and development services and other required employment services to support workforce development needs including:

- a. Screening services that support SAO employers in determining their workforce needs, screening and identifying Participants who are suitable matches based on their relevant skills, education and interests for any identified vacancies or advancement opportunities;
- b. Coaching services where the Service Provider acts as a liaison between the Participant and the employer, working with both sides to identify and resolve issues, as well as provides employers with assistance in evaluating and monitoring the Participant's job performance and progress; and
- c. Onboarding and workforce retention support, such as recruitment support, onboarding new hires, and developing retention strategies that will help employers keep talented workers within their businesses.
- d. Build a supply of skilled Participants who can meet their workforce development needs by providing training services to improve their workforce performance;
- e. Reduce turnover and associated recruitment and training costs;
- f. Demonstrate commitment to workforce development, including advancement of Participant; and
- g. Form effective and dependable workforce development partnerships with Service Providers.
- h. Conduct outreach activities with SAO employers to:
  1. Build trust across sector or industry employers and understanding of their alignment of interest; and

2. Raise awareness of potential benefits of SAO and how it aligns with employers' business interests;
3. Conduct outreach with other community Service Providers to build awareness of SAO and to identify potential opportunities to develop connections that link Individuals to employment and training opportunities under SAO.
  - i. Develop and validate occupational and skills needs amongst SAO employers, which includes:
    1. Mapping and inventorying in-demand occupations, required competencies and credentials and technical and essential skills requirements; and
    2. Identifying specific and projected vacancies or advancement opportunities across SAO employers;
  - j. help the City identify knowledge, experience and other resources, such as cash or in-kind contributions by SAO employers that can be leveraged to achieve shared goals and outcomes;

### **iii. Sector-Focused Retention and Advancement Services Activities**

The objective of this subcomponent is to provide post SAO employment services to both Participants and employers for one (1) year following the start of employment. The Service Provider will ensure that Participants are provided with sector-focused post-employment services that support Participants in retaining skills, succeeding, and advancing in employment in the identified sector. Post-employment services include ongoing individual case management, mitigation of risks to post-placement success and referrals to wraparound supports as required.

The Service Provider will:

- a. Develop a follow-up plan with Participants upon conclusion of their eight (8) week intensive supports in the SAO employment, and identify a minimum number and frequency of communication to mitigate any potential risks to employment success;
- b. Provide sector-focused career planning and management assistance, such as individualized career counselling and ongoing career planning; and
- c. Sector-focused re-employment assistance, for example,
  1. If a Participant is unable to retain employment with the employer, work with the Participant to identify more appropriate employment opportunities and address any barriers to retention; and
  2. If a Participant is no longer interested in remaining in the sector, provide assistance to identify more appropriate employment opportunities outside of the sector, or refer the Participant to other Employment Services.



### **Participant Documentation Requirements:**

The Service Provider will ensure that records for Participants include:

- a. A completed, signed and dated SkillsAdvance Ontario Participant Registration form which contains the Province's notice of collection and the consent to the City and Province's indirect collection of personal information;
- b. A statement on file that:
  1. The Participant's photo identification has been reviewed; or
  2. Two (2) pieces of government-issued identification have been reviewed (for example, social insurance number card, birth certificate), if the Participant does not have photo identification available; and
  3. Proof of eligibility to work in Ontario has been reviewed (for example, permanent resident card, social insurance card);
  4. Assessments, service referrals and evidence of progress;
  5. A clear and achievable service plan for employment and or training;
    - I. Rationale to support SAO participation, including suitability and employability information;
    - II. Clear explanations of how service is expected to improve employability;
    - III. Details of financial supports, such as:
      - Reason for the supports;
      - Amount of supports;
      - Confirmation of income level; and
      - Authorized signature for supports.

### **Employer Document Requirements**

The Service Provider will ensure that its records relating to an employer contain:

- a. Proof of employer's eligibility;
- b. Documentation of at least one (1) site visit per employer, prior to any placements, to confirm that the employer can provide a suitable and safe workplace environment;
- c. Employer declaration of WSIB or alternative workplace safety insurance coverage and third party liability insurance;
- d. A completed SkillsAdvance Ontario Employer Registration form;

- e. Employer profile information, including size, sector and the Participant's occupational profile;
- f. Information that describes the capacity of the employer and the workplace to provide relevant training;
- g. A completed, signed copy of the SkillsAdvance Ontario Training Placement agreement;
- h. An assessment of the employer's ability to fulfill placement commitments and to continue to provide employment to the Participant after the training period is completed which may include:
  - 1. Evidence of employer's request for workplace or initial placement supports;
  - 2. Information on job placement duration(s); and
  - 3. Evidence of Service Provider approval and payment of supports based on the job placement.

### **Organizational Capacity**

Service Provider will:

- meet and continue to meet quality and customer service standards;
- have strong employer partnerships and relationships;
- have experience and expertise to provide services to target groups identified in the AGREEMENT;
- have established processes for ensuring staff skills and labour market knowledge remain current;
- have the ability to assist with and improve the effectiveness of job searches and provide current job search supports to Participants;
- have the capacity to provide intensive supports to SAO Participants especially in the initial eight (8) weeks of SAO employment;
- have the capacity to assist with job retention and ongoing supports and monitoring for one (1) year thereafter for SAO Participants;
- where appropriate, organizations must provide confirmation that all the necessary licenses, permits and approvals are in place for them to carry out their mandate, and to deliver the program legally;
- they employ sufficient number of program staff that are qualified to deliver required services;
- they have the administrative capacity/systems to manage the reporting and monitoring requirements associated with the programs, and;

- they provide the full range of Employment readiness, intensive supports and Retention in addition to job developer functions related to maintaining valued Employer relations.

### **Component B: Curriculum Development Services**

The Service Provider will be responsible for the development (or revision) of food manufacturing and general manufacturing sector-specific curriculum. The Service Provider will tailor sector specific curriculum framework to address both hard and soft skills components to match the needs of participating employers in the region(s).

The Service Provider will have familiarity with the SAO objectives, have established key working relationships in the region(s), and will develop the curriculum in the initial phase which can be readily adapted and revised for the second and third phases (expansion across the Oxford and Elgin regions) in Year Two (2) and Year Three (3).

### **Curriculum Development Activities**

Develop food services and general manufacturing curriculum framework and delivery approaches that reflect knowledge of the sector's workforce development requirements through:

- a. Customizing an employment focused training curriculum framework and delivery approaches to meet the needs of SAO employers through direct consultation to ensure their training needs for the purposes of customization with the Service Provider(s) and to ensure developed training and delivery approaches continue to meet SAO employers' needs on an ongoing basis;
- b. Refocusing Curriculum Delivery services to meet employability skill requirements (for example, sector-focused soft skills needs);
- c. Developing new training curriculum or revising existing curriculum to meet essential ("soft") and technical ("hard") skills needs; and
- d. Endorsing sector-focused employment and training services and curriculum by SAO employers and Advisory Committee;

### **Curriculum Development and/ or Revision Requirements**

Where the Service Provider will develop or update a training curriculum, or deliver training by itself, the Service Provider will keep the following documentation:

1. Name and description of the curriculum;
2. Date curriculum will be delivered to the Service Provider;
3. Credential to be obtained (for example, a certificate);
4. Proof of SAO employer endorsement; and
5. Reports on Project and Participant progress

### **Curriculum Development Requirements:**

If an existing curriculum requires revisions or if a new curriculum is to be developed, at a minimum, the curriculum development agreement(s) will include:

1. Name and contact information of the curriculum developer;
2. Name and description of the curriculum;
3. Date curriculum will be delivered to the Service Provider;
4. Credential to be obtained (for example, a certificate);
5. Proof of SAO employer endorsement; and
6. A requirement for the curriculum developer to supply the Service Provider with any reports on Project and Participant progress required by the Service Provider to meet its reporting, monitoring and evaluation requirements in the Agreement.

### **Component C: Curriculum Delivery Services**

The Service Provider will coordinate, facilitate, adapt and ensure the delivery of the essential (soft/work) and technical training for four (4) cohorts annually. The Service Provider will need to be flexible in their delivery of the curriculum to meet the needs of individual learning styles of each cohort. It is expected the curriculum will require revisions, adaptations and changes between cohorts as the curriculum is adjusted based on employer, Participant and SAO Advisory Committee feedback. The Service Provider will be expected to work closely with SAO Employers and the Service Delivery agent to ensure successful training outcomes for each cohort are achieved.

The Service Provider will ensure Participants are provided with:

- a. Training that integrates essential and technical skills, as required to enter the jobs for which vacancies, retention or advancement opportunities are identified by the Advisory Committee, Employers and the City;
- b. Training that provides experiential learning, integrates adult learning principles and adapt learning environment to best prepare Individuals for manufacturing setting'
- c. Any required workplace safety training (including certification) required;
- d. Training opportunities that are short in duration (no longer than six (6) months to accelerate entry to employment and generation of income);
- e. Training that will lead to an industry-recognized credential or certificate of completion endorsed by the Service Providers and Advisory Committee to support resilience in employment.

## **Sector-Focused Pre-Employment Services (“Soft Skills Training”) Requirements**

The Service Provider will ensure that Participants are provided with the following skills using curriculum developed or updated based on sector employers’ needs as identified by the Advisory Committee:

- i. Sector-focused employability skills to obtain, retain and succeed in employment, such as:**
  - a. Transferable employability skills required to support their long- term resilience in the labour market; and
  - b. Personal attitudinal and behavioural management skills for the workplace, such as teamwork and time management;
  - c. Communication skills such as how to communicate professionally in the workplace, or how to effectively self-manage stress in the workplace;
  - d. Work hardening or opportunities to acclimatize to sector specific hours or work and physical requirements.
  - e. Sector-focused job attainment skills that are identified by Advisory Committee;
  - f. Career readiness or soft skills, such as preparing a résumé and cover letter, completing a job application, and succeeding in a job interview;
  
- ii. Sector-focused career planning and management skills to retain and advance in employment that can be obtained through activities such as:**
  - a. Career counselling and career planning; (Individualized supports will be provided by the Employment Supports Services Provider);
  - b. Personal attitudinal and behavioural management skills coaching such as positive attitude and responsible behaviours;
  - c. Sessions on worker rights, including employee duties and employer obligations under the Employment Standards Act, 2000, S.O. 2000, c. 41 and the Occupational Health and Safety Act, 1990 c. O.1.

## **Training Delivery Documentation Requirements**

Where the Service Provider will work with Service Providers to develop or update the curriculum or deliver training, the Service Provider will enter into curriculum or training delivery agreement(s) as outlined below, and provide payments as appropriate.

At a minimum training delivery agreement(s) will include:

1. Name and contact information of the training provider;
2. Name and description of the training;

3. Duration;
4. Credential to be obtained (for example, a certificate);
5. Number of Participants to be trained;
6. Cost per Participant;
7. Training provider refund policies;
8. Requirement that the training provider give the Service Provider any reports on Project and Participant progress required for the Service Provider to meet its reporting requirements to the Province; and
9. Proof of training delivery in Ontario.

### **Organizational Capacity**

Service Provider will:

- meet and continue to meet, industry standards
- have strong employer partnerships and relationships
- have the expertise to offer the skill training program to Participants
- have experience and expertise to provide services to target groups identified in the submission
- have established processes for ensuring staff skills and labour market knowledge remain current
  - have the ability to assist with and improve the effectiveness of job searches and provide current job search supports to Participants during the training and workshops
  - where appropriate, have provided confirmation that all the necessary licenses, permits and approvals are in place for them to carry out their mandate, and to deliver the program legally
  - employ sufficient number of program staff that are qualified to deliver required services, and
  - have the administrative capacity/systems to manage the reporting and monitoring requirements associated with the programs

## APPENDIX “B”

### Employment Assistance Services Pricing and Payment Details

**Use of Funds and Project.** The Service Provider will:

- a. not exceed the total funding amount of **(INSERT TOTAL FUNDING AMOUNT)** before HST.
- b. carry out the Project in accordance with the terms and conditions of the Agreement;
- c. use the Funds only for the purpose of carrying out the Project;
- d. spend the Funds only in accordance with the City approved SAO Service Provider Budget; and
- e. not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

**Lump Sum Payment Schedule** - (payments based on a percentage of the Total Cost listed above minus a 5% holdback payable upon successful completion of all Employment Services requirements)

1. Sept 15<sup>th</sup>, 2020 (50%)
2. January 15<sup>th</sup>, 2021 (35%)
3. April 15<sup>th</sup>, 2021 (10%)

## APPENDIX “C”

### Outcomes Schedule

#### Component A: Employment Support Services – Employer and Client

##### Deliverables:

The Employment Support Services – Employer and Client Support will to facilitate and provide 60 or more participants per annum with:

- a. A range of essential and technical skills opportunities that address the diverse needs of Participants and regional workforce;
- b. Program options or service path that acknowledges previous experience with employment agencies, recent labour market attachment or familiarity with job search tools, local labour market and job search strategies;
- c. High quality, responsive and innovative services and supports aimed at increasing employability;
- d. Essential employment services that are not currently provided nor funded by
- e. other ministries or departments;
- f. Participant-centred approaches to assessments and referrals;
- g. Opportunities, supports and services to obtain sustainable employment;
- h. Post program and job retention supports to maintain their employment to attain high job retention rate for Participants exiting the SAO program.

##### Outcomes:

The expected outcomes of Employment Support Services include the following:

- a. Employer centric support to ensure positive and successful SAO experience;
- b. Provide 100% of Participants and employers accessing SAO services with a customer satisfaction survey to complete at program exit;
- c. At least 75% of Employers view SAO Participants as a valued resource to meet workforce demands and continue to engage with SAO project;
- d. 85% Employers find value in SAO business supports related to HR and training;
- e. 100% Employers are uniquely engaged including training development, coaching of staff – supervisors, HR personnel, work-site coaches;
- f. 85% of Participant engagement, program completion and satisfaction;
- g. Increased employability of Participant;
- h. 85% of Participants successfully transition to:



- i. Sustainable employment in manufacturing sectors including opportunities for advancement within the sector;
- ii. Additional training that leads to advancement in the sector
- iii. Education / Literacy supports where required;
- iv. Other employment programs, social supports or community programs.

**Milestones- Key performance indicators**

<b>ACTIVITIES</b>	<b>ACTIVITY START DATES</b>
<b>Deliver sector-focused recruitment activities (including orientation and service planning). 15 Participants per cohort</b>	<b>Cohort 1: September 1, 2020</b>
	<b>Cohort 2: October 1, 2020</b>
	<b>Cohort 3: December 1, 2020</b>
<b>Support Clients in attending workshops and training components. The Employment Staff are present to support Participants and problem solve with whatever issues may arise.</b>	<b>Cohort 1: October 5, 2020</b>
	<b>Cohort 2: November 16, 2020</b>
	<b>Cohort 3: January 4, 2021</b>
<b>Deliver job matching and eight (8) week intensive activities. Fifteen (15) Participants each cohort.</b>	<b>Cohort 1: November 9, 2020</b>
	<b>Cohort 2: December 15, 2020</b>
	<b>Cohort 3: February 2, 2021</b>

**2020 to MARCH 2021 INTAKE**

<b>Participant (Jobseekers) Intake Target</b>	<b>43</b>
<b>Participant (Jobseekers) Placement Target</b>	<b>37</b>
<b>Participant (Jobseekers) Retention Target</b>	<b>31</b>
<b>Participant (Incumbent Workers) Intake Target</b>	<b>2</b>
<b>Participant (Incumbent Workers) Placement Target</b>	<b>2</b>
<b>Participant (Incumbent Workers) Retention Target</b>	<b>2</b>

## Component B: Curriculum Development Services

### Deliverables:

The City's SAO curriculum will provide Participants with a unique approach to preparing individuals for the workplace. An approach grounded in sector-specific technical skills and knowledge while balanced with essential/ soft skills to successfully retain employment. It will:

- a. Provide specific training requested by employers;
- b. Help people gradually acclimatize to shift work and manufacturing environments;
- c. Provide learning opportunities from work-life challenges;
- d. Provide opportunities to shift behavior / attitudes;
- e. Provide a safe environment in which to fail and then learn from mistakes;

### Outcomes:

- a. The curriculum has a local approach, utilizing local community expertise to address specific issues or concerns within a local context and responding to industry specific employer needs;
- b. Sector-specific training co-designed with employers and evidence that curriculum changes reflect feedback from employers, Participants, Advisory Committee and the City;
- c. Customized curriculum which contains both hard skills (specific to industry- 40%) and Essential / soft skills (skills required by employer to be successful on the job- 60%);
- d. Curriculum that evolves based on learnings from cohorts 1 and 2;
- e. Curriculum that is easily adaptable to other manufacturing sectors and regions and utilized by all cohorts and additional Phases of the SAO project;

### Milestones- Key performance indicators

ACTIVITIES	COMPLETION DATE
Develop or revise sector-focused curriculum	<b>Cohort 1: September 18, 2020</b>
	<b>Cohort 2: November 6, 2020</b>
	<b>Cohort 3: December 18, 2020</b>
Revise Curriculum to a general manufacturing focus	<b>Cohort 2: November 20, 2020</b>

**Component C: Curriculum Delivery of Sector-Focused Essential (“Soft Skills”) and Technical Training (“Hard Skills”):**

**Deliverables:**

The goal of Essential and Technical Training is directly linked to sector-specific employment. Delivery methodology should utilize adult learning techniques to ensure successful engagement and completion of all learning components. The training should prepare Participants to improve their employability skills through sector-specific training combined with soft skills training as identified in consultation with the SAO employers.

**Outcomes:**

- Flexible training that utilizes adult learning principles to achieve project goals
- The program takes a local approach utilizing local community expertise to address specific issues or concerns within a local labour market context and responds to industry specific employer needs;
- Provide 100% of Participants and employers accessing SAO services with a customer satisfaction survey to complete at exit; and
- With the intensive supports, 85% of Participants are expected to complete the in class training and begin employment.

**Milestones- Key performance indicators**

ACTIVITIES	ACTIVITY START DATES
<p><b>Deliver sector-focused pre- employment services (“soft skills training”) 15 Participants each cohort.</b></p>	<p><b>Cohort 1: October 5, 2020</b></p> <p><b>Cohort 2: November 16, 2020</b></p> <p><b>Cohort 3: January 4, 2021</b></p>
<p><b>Deliver sector-focused essential and technical skills training (“hard skills training”) 15 Participants each cohort.</b></p>	<p><b>Cohort 1: October 5, 2020</b></p> <p><b>Cohort 2: November 16, 2020</b></p> <p><b>Cohort 3: January 4, 2021</b></p>

## APPENDIX "D"

### Accounting and Reporting Requirements

In fulfillment of its obligations under the Agreement for Employment Assistance Services, the Service Provider:

- a) shall conduct itself in accordance with all applicable laws;
- b) shall keep and maintain all financial records, invoices and other financially-related documents relating to the Funds for the Employment Assistance Services in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by the City for a period of seven (7) years from the date of the expiry or termination of this Agreement;
- c) shall maintain all non-financial documents and records relating to the Funds for Employment Assistance Services, including any records relating to personal information, in a confidential manner consistent with all applicable law; and
- d) hereby authorizes the City, upon twenty-four (24) hours' notice and during normal business hours, to enter upon the Service Provider's premises to review the status and manner of operation of the Employment Assistance Services and to inspect any financial records, invoices and other financially-related documents, and subject to consent by the person it serves, non-financial records and documents, in the possession or under the control of the Service Provider which relate to the Funds for Employment Assistance Services.

The City's right of inspection in this Agreement includes the right to perform a full or partial audit.

The Service Provider shall prepare and submit to the City an annual report (or such lesser time period as the City in its sole discretion determines) on its use of the Funds for the Employment Assistance Services under this Agreement to the City within twelve (12) months (or such lesser time period as the City in its sole discretion determines) after the commencement of this Agreement, that is based on the first twelve (12) month (or such lesser time period as the City in its sole discretion determines) period of operation and every year thereafter which shall include the number of individuals assisted.

The Service Provider shall ensure that all reports are in a form satisfactory to the City and are signed on behalf of the Service Provider by a person authorized to sign them.

## APPENDIX “E”

### Municipal Freedom of Information and Protection of Privacy Act Provisions

1. In this Appendix:

- (a) “City Records” means General Records and Personal Records under the custody or in the control of the Corporation of the City of London that are:
  - (i) provided by the City to the Service Provider in relation to this Agreement;
  - (ii) collected from clients by the Service Provider in relation to this Agreement; or
  - (iii) derived by the Service Provider from General Records and Personal Records provided under this Agreement;
- (b) “Service Provider Information” means General Records and Personal Records, except City Records provided by the Service Provider to the City in relation to this Agreement;
- (c) “General Records” means recorded information that is not Personal Information as defined by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, s.2(1).
- (d) “Personal Information” (as defined by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, s.2(1)), means recorded information about an identifiable individual, including,
  - (i) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual,
  - (ii) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved,
  - (iii) any identifying number, symbol or other particular assigned to the individual,
  - (iv) the address, telephone number, fingerprints or blood type of the individual,
  - (v) the personal opinions or views of the individual except if they relate to another individual,
  - (vi) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence,
  - (vii) the views or opinions of another individual about the individual, and
  - (viii) the individual’s name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

Any information shared with the Service Provider by the City will be governed, where applicable, by the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA),

*Personal Information Protection and Electronic Documents Act (PIPEDA) and Personal Health Information Protection Act (PHIPA)*, in respect of personal information that it collects, uses or discloses in the course of its activities.

2. Designate an experienced official who will be responsible for ensuring the Service Provider's compliance with its privacy policy and the privacy protection provisions of the Agreement
  - (a) Make the designated privacy officer aware of the privacy policy and the privacy protection provisions of the Agreement;
  - (b) Implement appropriate privacy protection training of employees, contractors and authorized subcontractors who have access to personal information to deliver the Project;
3. All records collected, maintained, provided, or derived by the Service Provider in relation to this Agreement shall remain the sole property of the City and any part of it or all of it shall be given by the Service Provider to the City within 5 business days of:
  - (a) the City's written request; or
  - (b) the termination or expiry of this Agreement.

For the purposes of this section, "business day" means every day except Saturdays, Sundays and statutory holidays in the Province of Ontario.

4. In accordance with this Agreement, the Service Provider shall, when collecting Personal Information directly from clients or indirectly from the City:
  - (a) limit its collection of the information to that which is necessary for it to comply with this Agreement;
  - (b) make its best efforts to collect the information directly from the individual to whom the information relates by fair and lawful means; and
  - (c) identify the purpose for which the information is collected to the individual at or before the time of collection.
  - (d) on behalf of the City, provide each Participant with the Notice of Collection of Personal Information and obtain his or her Consent to the indirect collection of personal information set out on the forms as mandated by the City for this Project and retain the signed forms as mandated by the City for this Project for duration of the contract and make it available to the City, upon request;
5. The Service Provider shall retain all Personal Information in a manner that protects its security and confidentiality.
6. The Service Provider shall not use Personal Information for purposes other than that for which it was collected, except:
  - (a) with the consent of the individual; or

- (b) for law enforcement purposes and in accordance with this Agreement and the *Municipal Freedom of Information and Protection of Privacy Act*,
7. In accordance with this Agreement, the Service Provider shall not disclose City Information, specifically Personal Information, without the prior approval in writing of the Corporation of the City of London, except:
- (a) if the person to whom the information relates has identified that information in particular and consented to its disclosure;
  - (b) for the purpose for which it was obtained or compiled or for a consistent purpose;
  - (c) for the purpose of complying with an Act of the Legislature or an Act of Parliament, an agreement or arrangement under such an Act or a treaty;
  - (d) to a law enforcement agency in a foreign country under an arrangement, a written agreement or treaty or legislative authority, or
  - (e) to another law enforcement agency in Canada;
  - (f) if disclosure is to an institution or a law enforcement agency in Canada to aid an investigation undertaken with a view to a law enforcement proceeding or from which a law enforcement proceeding is likely to result;
  - (g) in compelling circumstances affecting the health or safety of an individual if upon disclosure notification is mailed to the last known address of the individual to whom the information relates;
  - (h) in compassionate circumstances, to facilitate contact with the spouse, a close relative or a friend of an individual who is injured, ill or deceased.
8. The Service Provider shall not destroy any City Records without the prior approval of and consent from the City.
9. Subject to all applicable legislation, including the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, the City may disclose:
- (a) any part of or all Service Provider Information; or
  - (b) any part or all of this Agreement.
9. The Service Provider represents, warrants, and confirms, and shall continue to ensure that:
- (a) it will provide the City without delay, detailed information in the event of a personal privacy or confidential breach or security incident at all times and adhere to all directions provided to the Service Provider by the City, regulations and provincial laws;
  - (b) the security and integrity of all personal information and records in its possession are complied with;
  - (c) Personal Information and records are kept in a physically secure and separate location, safe from loss, alteration, destruction and intermingling with other records and databases. The Service Provider shall implement, use, and maintain the most appropriate products, tools, measures and procedures to do so.

## APPENDIX “F”

### EMPLOYER AND PARTICIPANT ELIGIBILITY AND SUITABILITY

#### EMPLOYER

The Service Provider will ensure that employers meet the eligibility and suitability requirements set out below:

**a. Employer Eligibility:**

The Service Provider will ensure that employers:

- i. Have identified job vacancies or advancement opportunities in Ontario consistent with the workforce development needs to be addressed by the partnership;
- ii. Are registered and licensed to operate in Ontario;
- iii. Comply with all applicable legislation, including federal and provincial human rights legislation, regulations, and any other relevant standards, as well as the *Occupational Health and Safety Act, R.S.O. 1990, Employment Standards Act, 2000, S.O. 2000, and Freedom of Information and Protection of Privacy Act, R.S.O., 1990*;
- iv. Maintain appropriate Workplace Safety and Insurance Board or private workplace safety insurance coverage, as well as adequate third party general liability insurance as advised by its insurance broker;
- v. Provide job placements in Ontario;
- vi. Place the Participant on their payroll and provide the same employment terms, conditions, and benefits as for their regular employees during job placements;
- vii. Disclose any other government sources of funding associated with employing the Participants;
- viii. Do not hire Participants to displace existing staff or replace staff who are on lay-off;
- ix. Do not receive government Funds from any other source for the same training and job placement services provided to the Participant; and
- x. Are not EO employment and training services providers.



**b. Employer Suitability:**

The Service Provider will ensure that employers:

- i. Demonstrate identified vacancies or advancement opportunities that have the potential to be permanent with long-term sustainability;
- ii. Offer support for training completion through:
  - 1. Flexible work arrangements and experiential development opportunities, such as job shadows or job placements;
  - 2. Providing adequate supervision and on-the-job training;
  - 3. Collaboration with Service Providers and Advisory Committee during the term of the Agreement in identifying specific essential, technical, and employability skills requirements associated with vacancies and advancement opportunities; and
  - 4. Providing advice on changes required to sector-focused employment services, training curriculum or occupational training.

**PARTICIPANT**

The suitability assessment will take place before a person is invited to participate in the SAO program. A pre-assessment can form part of this suitability assessment. The Curriculum Design Services and the Employment Support Services would need to work collaboratively to administer this assessment.

A pre-assessment to training can be included; its purpose should be clearly outlined. A pre-assessment can be included as a form of evaluation and a means of gauging progression.

**a. Participant Eligibility**

The Service Provider will ensure that Participants meet the eligibility requirements set out below:

- i. Individuals who are unemployed, precariously employed, or employed with low household income (for the purpose of this Project, Individuals who are working less than an average of 20 hours per week are considered to be unemployed and low household income is based on Low Income Cut-Off); Individuals who are on a SAO employer’s payroll but are facing barriers to job retention or advancement as identified by the Service Providers and Advisory Committee;

- ii. Individuals who are not participating in full-time training, education, or any other government training intervention that offers funding support for similar training or training-related costs (Note: Participants may access SAO financial supports in combination with supports from other government programs, provided they do not overlap or duplicate one another);
- iii. Residents of Ontario and legally entitled to work in Canada (i.e. citizens, permanent residents, or protected persons) and consistent with direction on other EO programs, Individuals who are not permanent residents or citizens (for example, 900-series Social Insurance Number holders) are not eligible, unless they meet the exceptions indicated in the [Province's advisory on eligibility](#).
- iv. 18 years of age or older; and
- v. Individuals who are not employed in senior management or executive positions, or have controlling interest in the business.

**b. Participant Suitability**

The Service Provider will ensure that suitable Participants demonstrate the following factors:

- i. Having interest in pursuing a career in the identified sector; or for Individuals who are Incumbent Workers, having interest in advancement and demonstrate potential for success in SAO;
- ii. Poor employment history, for example, long-term unemployment, insufficient working hours (under-employment), or interruptions in work history;
- iii. Low household income, employment in a low-wage job, or dependence on non-employment income sources, such as social assistance or employment insurance benefits;
- iv. The ability to meet additional sector, workplace-specific requirements or occupational requirements as advised by the Service Providers and Advisory Committee, such as manual dexterity or strength; and
- v. The ability to meet additional partnership or community-specific criteria, for example, to support the employment and advancement of equity-seeking groups, as applicable.